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January 11, 2012

Elissa Hobfell
Law Offices of Colleen M. McLaughlin
1751 S. Naperville Road, Suite 209
Wheaton, Illinois 60189

Re: Allen Gerhard v. D Construction, Ken Sandeno and Todd Sandeno, Case No. 11-cv-00631

Dear Elissa:

Defendants D Construction, Inc., Ken Sandeno and Todd Sandeno, hereby serve a Rule 68 offer of judgment upon you and your client, Plaintiff Allen Gerhard. Our Rule 68 pleading is attached to this correspondence.

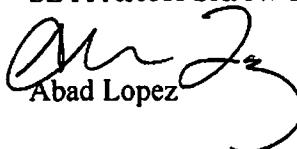
We believe the amount of this Rule 68 offer of judgment is fair and reasonable given the facts and circumstances involved in this case. Specifically, Plaintiff testified in his deposition that he accurately recorded all of his hours worked. *See* Gerhard Dep. at 272. We have reviewed Plaintiff's time cards, which reveal that he worked 288.5 hours of overtime. As you might recall, in Plaintiff's initial disclosures, he only claimed that he worked 204 hours of overtime.

We respectfully suggest that you review the implications of Rule 68 with your client. As you are no doubt aware, if Plaintiff should recover a verdict at trial and it fails to exceed the amount of the offer of judgment (based on the amount of the verdict at trial, plus the amount of attorney's fees reasonably incurred prior to the date of the offer of judgment), your client will be responsible for Defendants' costs from this date forward as per 28 U.S.C. § 1920. Also, please be advised that the defense will contest your hourly rate as well as the reasonableness of any post-offer attorney's fees.

Should you have any questions, please contact me at your convenience.

Very truly yours,

SEYFARTH SHAW LLP


Abad Lopez

BRUSSELS

WASHINGTON, D.C.

SAN FRANCISCO

SACRAMENTO

NEW YORK

LOS ANGELES

CHICAGO

HOUSTON

BOSTON

ATLANTA



January 11, 2012
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cc: Rebecca P. Bromet
Colleen McLaughlin

**THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ALLEN GERHARD,)	
)	
Plaintiff,)	
v.)	Case No. 11-CV-00631
)	
D. CONSTRUCTION, INC., TODD)	Judge Suzanne B. Conlon
SANDENO and KEN SANDENO)	Magistrate Judge Susan E. Cox
)	
Defendants)	
)	
)	

**DEFENDANTS' OFFER OF JUDGMENT PURSUANT
TO RULE 68 UPON ALLEN GERHARD**

Defendants, D. Construction, Inc., Todd Sandeno and Ken Sandeno ("Defendants"), through their counsel, Seyfarth Shaw LLP, and pursuant to Rule 68 of the Federal Rules of Civil Procedure, hereby offer to allow a judgment to be taken against them on Count Six (Illinois Minimum Wage Law) and Count Seven (improperly identified in the complaint as Count Six repeated) (FLSA Overtime Wage Claim) of Plaintiff's Complaint and in favor of Plaintiff Allen Gerhard in satisfaction of all claims and causes of action asserted in those Counts in the amount of Eleven Thousand and Five Hundred Forty Dollars and No Cents (**\$11,540.00**), plus costs and reasonable attorneys' fees accrued to date, incurred in prosecuting Counts Six and Seven of Plaintiff's Complaint, up to the date of this offer, as determined by the Court.

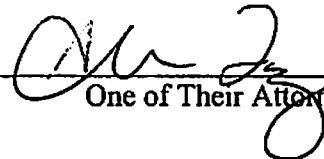
This offer is not to be construed as an admission of any of the allegations contained in Plaintiff's Complaint, that Defendants are liable in this action, or that Plaintiff Allen Gerhard has suffered any damages. If this offer is not accepted in writing within fourteen (14) days, it shall be deemed withdrawn and evidence thereof shall not be admissible except in a proceeding to determine costs and fees.

DATED: January 11, 2012

Respectfully submitted,

D CONSTRUCTION, INC., KEN SANDENO,
TODD SANDENO

By

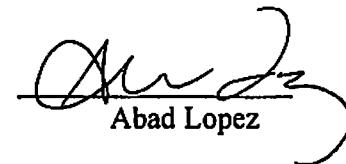

One of Their Attorneys

Gerald L. Maatman, Jr.
Mark A. Lies, II
Rebecca P. Bromet
Abad Lopez
SEYFARTH SHAW LLP
131 South Dearborn Street
Suite 2400
Chicago, Illinois 60603
(312) 460-5000

CERTIFICATE OF SERVICE

I, Abad Lopez, an attorney, do hereby certify that I have caused a true and correct copy of the foregoing pleading to be served upon the following, by regular U.S. mail and facsimile, on this 11th day of January, 2012:

Elissa Hobfell
Law Offices of Colleen M. McLaughlin
1751 S. Naperville Road, Suite 209
Wheaton, Illinois 60189



Abad Lopez

**Law Offices of
Colleen M. McLaughlin**

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(630) 221-0305
Fax: (630) 221-0706
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Elissa J. Hobfoll
Associate
Email: elissa@cmmclaw.com

January 24, 2012

SENT VIA E-MAIL (alopez@seyfarth.com)
and REGULAR U.S. MAIL

Abad Lopez
Seyfarth Shaw LLP
131 South Dearborn Street, Suite 2400
Chicago, IL 60603

**Re: Gerhard v. D Construction, et.al.
Case No. 11 -cv- 00631
Defendants' Rule 68 Offer of Judgment**

Dear Mr. Lopez:

Pursuant to FRCP Rule 68(a), the intent of this letter is to serve Defendants with written notice of Plaintiff's acceptance of the January 11, 2012, Offer of Judgment.

Specifically, Plaintiff's accepts Defendants' "offer to allow a judgment to be taken against them on Count Six (Illinois Minimum Wage Law) and Count Seven (improperly identified in the complaint as Count Six repeated) (FLSA Overtime Wage Claim) of Plaintiff's Complaint and in favor of Plaintiff Allen Gerhard in satisfaction of all claims and causes of action asserted in those Counts in the amount of Eleven Thousand and Five Hundred Forty Dollars and No Cents (\$11,540.00), plus costs and reasonable attorneys' fees accrued to date, incurred in prosecuting Counts Six and Seven of Plaintiffs Complaint, up to the date of this offer, as determined by the Court."

You may enter the offer and corresponding acceptance with the Court.
Should you have any questions, please feel free to contact me.

Sincerely,

s/ Elissa Hobfoll
Elissa Hobfoll

cc: Mark Lies, II (w/o enclosures) - mlies@seyfarth.com
Rebecca Bromet (w/o enclosures) - rbromet@seyfarth.com
Gerald L. Maatman, Jr. (w/o enclosures) - gmaatman@seyfarth.com
Allen Gerhard